IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.3915 OF 2002

Arif Sultan Nathani & ors. Plaintiffs

versus

The Hyderabad (Sind) National Collegiate Board and others Defendants

Ms.Yasmin Bhansali for plaintiffs.

Mr.P.K.Shroff for defendants 1 and 5.

Mr.Havesh Motwani for defendants 2, 3, 4, 5 & 7

CORAM : S.C.DHARMADHIKARI, J.

DATE : 5th May 2006

PC :

1. The plaintiffs and first defendant are the public trusts. The plaintiffs have filed the suit complaining about a construction activity and claiming damages because of the same. The construction is of a building comprising of Ground + 9 situate at Final Plot No.511, T.P.S.3, Bandra, Mumbai and more particularly described in Exhibit-A to the plaint.

2. The consent terms are executed now between the Trustees of the plaintiff and defendant no.1 trusts. The suit is not being prosecuted by the plaintiff insofar as Municipal Corporation of Greater Bombay and stands dismissed for want of prosecution. The suit shall also stand dismissed as far as defendant no.7.

3. The trusts through their trustees have resolved that the dispute between them would be settled, inasmuch as upon consideration arrived at of Rs.4.50 crores, which would be paid by the first defendant trust to the plaintiffs, they give their no objection to the sale of reversionary rights in one half undivided portion of the property. The said portion is free from any encumbrances, is the declaration, and, therefore, capable of being conveyed. The construction activity therefore, remains unaffected. Since both trustees are signatory to the consent terms and resolutions are passed by both charitable trusts, in terms of Section 36 of the Bombay Public Trusts Act, 1950, upon sanction being granted by the Charity Commissioner, the sale would be complete. Parties have agreed to approach the Charity Commissioner. I am informed that half of the agreed sum of Rs.4.50 crores

(Rs.Four crores fifty lakh only) is already paid and the balance is lying in Escrow. The same would be released upon the sanction being granted by the Charity Commissioner and compliance of certain clauses in the consent terms with regard to withdrawal and/or disposal of proceedings pending before other Court/Tribunal.

4. Shri Shroff states that copies of resolutions of both trusts would be placed on record in this suit within a period of six weeks from today.

5. Parties agree that the suit claim is completely settled and they have no objection for the suit being disposed of in terms of consent terms.

6. Consent terms taken on record and marked "X" for identification. Undertakings accepted. Order in terms of consent terms. Refund of court fee as per Rules. Interim order, if any, shall stand vacated.

(S.C.DHARMADHIKARI, J.)